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BENEFITS ADMINISTRATOR, INC.  
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8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 SAN FRANCISCO DIVISION  
11

12 SEAN MICHAEL CARTER,

13 Plaintiff,

14 v.

15 K&K INSURANCE GROUP, INC., d/b/a  
SPECIALTY BENEFITS ADMINISTRATOR,  
16 INC.; NATIONWIDE LIFE INSURANCE  
COMPANY; NATIONWIDE MUTUAL  
INSURANCE COMPANY; AON  
17 CORPORATION and DOES 1 to 100,

18 Defendant.  
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No. 3:07-CV-07-05588-CRB

DEFENDANT K&K INSURANCE  
GROUP, INC.'S REQUEST FOR  
JUDICIAL NOTICE

Hearing Date: January 18, 2008  
Time: 10 a.m.  
Dept: Courtroom 8  
(The Hon. Charles R. Breyer)

22 Defendant K&K Insurance Group, Inc. (K&K), by and through its attorney,  
23 hereby requests the Court take judicial notice pursuant to Federal Rule of Evidence 201 of the  
24 following documents in connection with K&K's Motion to Dismiss:

25 1. California Department of Insurance Agent License Status Report, found at:  
26 <http://www.insurance.ca.gov/0200-industry/0070-check-license-status/> (Last viewed November  
27 30, 2007). A true and correct copy of this Agent License Status Report, printed off the website  
28 as of November 30, 2007, is attached hereto as **Exhibit 1**. This is a publicly available document

1 and is intended to be relied upon by the public by the California Department of Insurance and  
 2 therefore satisfies the Federal Rule of Evidence 201, which allows judicial notice of a fact “not  
 3 subject to reasonable dispute in that it is either (1) generally known within the territorial  
 4 jurisdiction of the trial court or (2) capable of accurate and ready determination by resort to  
 5 sources whose accuracy cannot be reasonably questioned.” See Fed. R. Evid. 201(b).

6 2. Certificate of Insurance between Nationwide Mutual Insurance Company  
 7 (Nationwide) and Michael Lynch, d/b/a Golden Gate Gymnastics (Golden Gate), covering the  
 8 period 8/26/04 to 8/26/05. Plaintiff’s complaint references the insurance policy as “attached  
 9 hereto as Exhibit ‘A,’” Compl. ¶ 23, but Plaintiff did not actually attach the exhibit in the copy  
 10 served on K&K. A true and correct copy of this policy is attached hereto as **Exhibit 2**. A  
 11 document referenced in Plaintiff’s complaint, whose contents are alleged in a complaint and  
 12 whose authenticity no party questions, but which is not physically attached to the pleading, may  
 13 be considered in ruling on a Rule 12(b)(6) motion to dismiss. *United States v. Ritchie*, 342 F.3d  
 14 903, 908 (9th Cir. 2003); *Branch v. Tunnell*, 14 F.3d 449, 454 (9th Cir. 1994), overruled in part,  
 15 on other grounds, by *Galbraith v. County of Santa Clara*, 307 F.3d 1119 (2002). The insurance  
 16 policy between Nationwide and Golden Gate is properly subject to judicial notice. There can be  
 17 no dispute over the authenticity of the policy.

18 DATED: November 30, 2007

19 Bingham McCutchen LLP

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 21 By: \_\_\_\_\_/s/  
 22 Elizabeth Kennedy  
 23 Attorneys for Defendants  
 24 K&K INSURANCE GROUP, INC.,  
 25 d/b/a SPECIALTY BENEFITS  
 26 ADMINISTRATOR, INC.  
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